



ACHIEVEMENT | COMMUNITY | VISION

GROSSE ILE TOWNSHIP SCHOOLS

Agreement between

the

Grosse Ile Board of Education

and

Grosse Ile Custodial and Maintenance Union

Local 3862

July 1, 2010 – June 30, 2011

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GROSSE ILE TOWNSHIP SCHOOLS
Grosse Ile, Michigan

INTRODUCTION

All Maintenance Personnel working for the Grosse Ile Township Schools system are employed primarily to promote pupil welfare. It is for this purpose the Agreement following is set forth. Policies governing the jobs and working conditions are written to create a better understanding between employee and administration. It is through this mutual understanding that pupil welfare can be foremost in our endeavors.

ARTICLE 1
Recognition

Section 1.1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the employer does hereby recognize the Union as the exclusive representative of all custodial and maintenance employees and exclusive of secretaries, clerks, supervisory, administrative, and instructional personnel, for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.

All provisions of this Agreement shall be applied uniformly to all employees within the bargaining unit, unless otherwise contained herein.

Section 1.2. The term "Maintenance Personnel" when used hereinafter in this Agreement, shall refer to all employees represented by the GIC&MU in the work classifications listed above, but shall exclude supervisory personnel, and reference to female employees shall include male employees.

ARTICLE 2
Management Rights

Section 2.1. The Board retains the right in accordance with applicable laws and regulations (a) to direct employees of the school (b) to hire, promote, transfer, assign and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employees (c) to relieve employees from duties because of lack of performance or for other legitimate reasons (d) to maintain the efficiency of the school operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of Grosse Ile. No action by the Board, in the performance of the rights and responsibilities, shall be in conflict with any of the terms of the Agreement.

ARTICLE 3
Union Rights

Section 3.1. Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare and operations of the school.

Section 3.2. The Board agrees to furnish to the Union in response to reasonable request by the Union's president, any available financial information which is normally considered public, Board minutes and agenda.

Section 3.3. The Board agrees to make available at the request by the Union president the Board's Policy Manual.

ARTICLE 4 **Union Security**

Section 4.1. Agency Shop As condition of employment, each member of the bargaining unit on or before the thirtieth day after the effective date of this Agreement or on or before the thirtieth day after employment in the bargaining unit, whichever is later and regularly thereafter, shall tender to the Union either periodic and uniformly required union dues, or in the alternative, a service fee in an amount equal to dues uniformly required of Union members.

Section 4.2. Union Dues and Initiation Fees

A. Payment by Check-Off: Employees who elect to become Union members shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form.

Check-Off form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied from the pay of each employee who executes an "Authorization for Check-Off of Dues" form.

B. When deductions begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective and shall be deducted beginning with the first pay after the business office relieves said forms and each pay thereafter.

C. Change in Check-Off Deductions: Changes in the check-off deductions are the responsibility of the Union. The Union must notify the business office of any changes.

D. Remittance of dues to financial officer: Deductions for each pay period shall be remitted to the designated financial officer of the local Union with a list for whom dues have been deducted.

E. Termination of Check-Off: An employee shall cease to be subject to Check-Off deductions beginning with the pay period immediately following the pay period in which he/she is no longer a member of the bargaining unit.

Section 4.3. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability at its own expense by reason of action taken by the Employer to comply with this Article.

ARTICLE 5 **Employee Rights**

Section 5.1. Pursuant to Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes

and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights and conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of his/her membership in the Union.

Section 5.2. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not interfere with the employee's responsibilities and the acceptable performance of his/her duties.

Section 5.3. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or membership in or association with the activities of any employee organization.

Section 5.4. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Should any employee feel that action taken against him/her by the Board or by any agent representative thereof was not for just cause, he/she may resort to the procedure provided in this Agreement for the resolving of differences.

Section 5.5. Any case of assault upon an employee during a working situation shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render necessary assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

ARTICLE 6

Physical Examination

Section 6.1. All physical examinations when required shall be provided without cost to the employees, providing the examinations are given by the Township Health Officer or a Board designated physician. Should an employee wish to select his/her own physician, he must do so at his own expense. If the State deems it necessary for employees to be tested for tuberculosis or to receive hepatitis B vaccinations, the Board will provide these items.

ARTICLE 7

Employee Evaluation/Discipline

Section 7.1. New employees will be placed on a 90 working days probationary period. During the 90 working days period, the new employee will be trained to the job requirements and evaluated as to his/her progress on the job. If the employee proves to be successful after 90 working days, he/she will acquire regular status.

Section 7.2. Once each year each employee will be evaluated by his/her immediate supervisor. Employees shall be observed on work performance and evaluated throughout the year and receive a written evaluation by the first of May. The objective of the annual evaluation is to better the team effort through individual growth. It will be geared to constructive criticism and to air views for both the administration and the employee.

Section 7.3. All observations of the work performance of an employee shall be conducted openly and in a professional manner. It is agreed that any written evaluation of an employee's performance shall be discussed with the employee and signed by the employee. Written evaluations are to be discussed with the supervisor by appointment within forty-eight (48) hours of receipt of the evaluation. Should the employee disagree with the conclusion drawn by the observer, the disagreement should be noted in writing and signed by the employee. The employee shall have the right to a Union representative present during any evaluation or complaint conference.

Section 7.4. Each employee upon request to the Business Manager shall have access to review his/her personnel file. Those records marked for confidential examination originating in agencies outside the school system shall be considered outside the scope of this article unless released by the outside agency.

Section 7.5. Employee discipline includes, but is not limited to, the following procedural steps depending on the nature and circumstances of the offense:

1. Verbal Warning
2. Written Reprimand
3. Suspension
4. Termination

ARTICLE 8 **Working Hours**

Section 8.1.

Day Employees:

Work Day: 6:30 a.m. - 2:30 p.m.

Lunch: ½ hour unpaid.

Coffee Break: One 15-minute break at a time mutually agreed upon between the employee and his/her supervisor. Employees are not allowed to leave the building during coffee break time.

Afternoon Employees:

Work Day: 8 hours between 2:30 p.m. – 10:30 p.m. or 3:00 p.m. – 11:00 p.m.

Lunch: ½ hour unpaid. One custodian must remain in the building.

Coffee Break: One 15 minute break at a time mutually agreed upon between the employee and his/her supervisor. Employees are not allowed to leave the building during coffee break time.

The above day and afternoon schedules may be altered by the Building and Grounds Supervisor with recommendations from the building principals, depending on the requirements of the individual job and emergency situations.

During the holiday periods and summer vacations, the shift hours will be at the discretion of the Building and Grounds Supervisor.

Section 8.3. The afternoon maintenance shift will be posted according to the prescribed process stated in the Master Agreement. Should no one bid on this, then the position will be assigned as needed. The hours of this shift will be 12:00 – 8:00 p.m.

ARTICLE 9
Overtime Pay

Section 9.1. All hours of overtime work an employee receives in one (1) seven-day period, beginning with Monday as the first day, shall be paid as follows: Under 40 hours at regular rate, and over 37.5 hours at time an one-half the employee's regular hourly rate. Act-of-God days, paid holidays, and paid vacation days shall be considered days worked for purposes of this section.

Section 9.2. Employees working more than one (1) job at different rates will be paid at time and one-half for hours over a combined 40 hours work. The rate of the overtime will be determined by what job the overtime was charged.

Section 9.3. All overtime must be authorized by the immediate supervisor. The supervisor will maintain the overtime board and make every effort to provide all employees an opportunity to work. Insofar as overtime work is necessary, it shall be distributed equally to employees within a building, subject to the employee with the lowest overtime. In determining overtime equalization, a refusal by an employee to work an offered overtime assignment for which he/she is eligible shall be charged to him/her as if he/she had worked the overtime. Employees new to the building will initially be charged with the highest number of overtime hours in the building.

Section 9.4. Computation of Overtime Hours Overtime hours will be computed from July 1 to June 30 of each year. Beginning July 1, all employees will start with zero (0) overtime hours. Overtime hours will be rotated starting with top seniority.

Section 9.5. Employees who are called back to work for emergency situations which are not regularly assigned shall be guaranteed a minimum of two hours time.

Section 9.6. Employees working overtime will be paid at the overtime rate.

ARTICLE 10
Absenteeism

Section 10.1. All employees shall notify their immediate supervisor in sufficient time to have their place filled so that the regular operations of schools will not be disrupted. It is the employee's responsibility to see that such notification is made at least two (2) hours before his/her shift begins for the afternoon shift and (1) hour before for day shift workers.

Section 10.2. On days when school is called off for any reason, the Custodial and Maintenance Staff are required to come in to work, this work will be paid as straight time.

ARTICLE 11
Holidays

Section 11.1. The following days shall be recognized and observed as paid holidays:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	December 24 th
Good Friday	Christmas Day
Easter Monday	

Section 11.2. All regular employees scheduled to work during the pay period in which a holiday falls will be paid for the above holidays when they occur during the normal work week, provided they work on the day previous to and the day following the holiday,

unless they are on sick leave. When one (1) of the holidays falls during an employee's paid vacation period, or on a weekend, the employee shall be granted an extra day off with pay in lieu of pay for the holiday. Use of compensatory days as vacation days does not qualify for holiday pay per this section.

ARTICLE 12 **Vacations**

Section 12.1. All regular full time employees are to receive one week after one year of service, two weeks after two years' service, three weeks after five years' service, four weeks after 15 years' service, and 22 days after 20 years' service. As far as vacation time is concerned, a year of service will be considered if an employee is hired prior to December 31st.

Section 12.2. All regular employees working less than 40 hours per week, and work 12 months per year, are to receive prorated vacation time earned per Section 12.1.

Section 12.3. Vacation time will be accumulated as long as an employee remains an active employee. An active employee is one who is on the job working or on active sick leave whereby he/she is using his/her sick leave, or in the case where there is no accumulated sick leave, the employee will be granted 60 days as an active employee so as not to penalize an employee by taking away vacation time for being sick.

Section 12.4. Vacation, holiday and sick time will be paid at the employee's normal work hours.

Section 12.5. Employees who have earned accrued vacation days at the time of termination will be paid in full for said days at their current hourly rate.

Section 12.6. All requests for vacation days are to be submitted five (5) working days in advance of the requested date to the immediate supervisor for approval. Vacation days requests less than the five (5) working day advance notice may be granted for extenuating circumstances. Vacations are not to interfere with the continuity of operations as determined by the Buildings and Grounds Supervisor.

Section 12.7. Employees may be compensated for up to five (5) vacation days once a year to be paid out on the first pay in December. Request for compensation must be made no later than November 15 of the current year.

ARTICLE 13 **Leaves**

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Section 13.1. Family Medical Leave Act (FMLA)

Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family Medical Leave Act (FMLA) of 1993 (29 USC 2601) for a total period of up to twelve weeks.

Section 13.2. Eligibility

Qualified employees are those employees who have worked for the employer for at least one year.

Section 13.3. Reasons Applicable under FMLA

- A. The birth of a child or the placement of a child for adoption or foster care.
- B. Serious health condition of an employee's spouse, child or parent.
- C. Serious health condition of the employee.
- D. Care of a child under the age of 18.

Section 13.4. Benefits of FMLA

- A. An eligible employee's entitlement is limited to a total of 12 work weeks of leave during any 12 month period.
- B. Health insurance benefit payments will continue for an employee absent on a qualified leave.
- C. Employees returning from a FMLA leave will be returned to the same or an equivalent position.
- D. The Board may require an employee to utilize available paid leave time (e.g., sick leave, etc.) and such time will be utilized in computing available time off under the FMLA.
- E. FMLA leaves can be taken on an intermittent schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious condition.
- F. A rolling twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the law.
- G. In the event an employee and his/her spouse are employed by the District, whether within or outside the bargaining unit, an aggregate of twelve weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve weeks for all leaves covered by the FMLA.

Section 13.5. Pregnancy Disability

- A. Employees on Pregnancy Disability Leave are covered under 13.1 and 13.2. and qualify for medical leave pay like any other disability or illness. The use of medical leave for reasons of pregnancy shall be governed by the attending physician who shall indicate when the employee is unable to perform assigned duties for personal medical reasons.
- B. Upon termination of pregnancy disability, employees may request FMLA leave or Maternity Leave without pay. FMLA leave will be governed by Section 13.1. Maternity Leave shall be granted for a period not to exceed one full calendar year beyond the date of which such leave becomes effective. The Board may grant a year's extension upon written request by the employee. Should the leave exceed

three months, the employee shall be assigned to the same position if available, or a substantially equivalent position, when available, providing the employee is qualified.

Section 13.6. Leaves of Absence for Adoption

- A. The Board of Education may grant a leave of absence for adoption, without pay, to any regularly employed certified staff member upon written request for such leave. Request for adoption leave must be submitted in writing immediately after formal adoption request has been made to an agency. Such leaves may be requested under Section 1, Part A found above. Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a year's extension upon written request by the employee. Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.
- B. Employees on adoption leave may request reinstatement at any time within one (1) year following the adoption of a child. Should the leave exceed three months the employee shall be assigned to the same position, if available, or a substantially equivalent position when available.

Section 13.7. Employees may have certain temporary medical restrictions that prevent them from performing their full range of duties. Depending on the availability of limited duty assignments and the medical limitations placed on employees, such employees may be given limited duty assignments. "Limited duty assignment" is defined as an assignment generally lasting 180 calendar days or less which can be performed by employees whose medical conditions do not permit them to perform all of the functions of their job classifications. Such assignments in other bargaining units will generally last 30 business days or less. Bargaining unit officials will be notified of the employee's temporary assignment.

Employees on sick leave, Workers' Compensation, or medical leave of absence must furnish the School District the following medical documentation from their physician:

- Diagnosis and prognosis of illness or injury;
- Projected duration of disability;
- Any restrictions such as physical movement, and the length of the work day;
- A schedule of prescribed physical or occupational therapy;
- A description of all prescribed medications and/or prosthetic devices relating to the disabling condition.

The School District reserves the right to have employees examined by its own physician, without cost to the employees, to determine whether they are able to return to work for full or limited duty. After the initial medical documentation has been furnished, employees are required to provide additional information upon request by the School District if their medical condition changes, or if limitations recommended by the treating physician change.

Limited duty assignments will be made in accordance with the physician's recommendations. The Superintendent will send a letter, registered mail, return receipt requested, which will inform an employee of the following:

- Specific restrictions recommended by the doctor and the doctor's name;
- Confirmation that a modified duty position will accommodate those restrictions;
- The title of the job for the modified duty position;

- The date and time the employee is to report to modified duty employment;
- The hours scheduled and the hourly rate paid for this position. The School District will make an effort to keep employees on the same shift and schedule while they are on limited duty assignment;
- The location the employee should report to and the supervisor's name.

Should an employee subsequently find that he/she is not able to complete assignments within a pain free range, the supervisor should be notified immediately.

Employees are not required to accept such assignments. However, the School District reserves the right to notify the Workers' Compensation insurance carrier that an offer of employment was made.

Section 13.8. Medical Leave (Sick Days)

- A. All employees hired on a full-time basis shall be granted an annual medical leave allowance of one (1) sick day per month. Employees hired on a part-time basis shall receive proportional medical leave allowance. Unused portions of the leave will be allowed to accumulate to a maximum of 187 days.
- B. Medical leave is to be used for illness or disabling injuries resulting from accidents. A doctor's statement, in writing, stating the specific disability must be provided by the employee.
- C. After five or more consecutive days of illness or a pattern of continuous absence due to illness, a medical statement may be required before the employee may return to work and before the employee can qualify for the income protection provision of this Agreement.
- D. An annual audit of employee absences will be conducted. The Administration in concert with the Union will provide guidance and counseling where patterns of absence may indicate an underlying health problem. Should it be determined that such leave has been misused and the Board feels stronger corrective action is necessary, the employee shall be notified in writing and a copy of the letter sent to the Union.
- E. Any employee whose personal illness or injury extends beyond the period compensated under the FMLA shall be granted a Medical Leave of Absence without salary and benefits upon request for a period of one year or less. Such request shall be in writing and shall be accompanied by a written statement by the attending physician. Such leave may be considered for renewal upon the same basis as for the original leave, including a new written statement by the attending physician. An employee who does not submit a written request shall be terminated and the Board shall have no obligation to said employee. The Board reserves the right to require satisfactory medical evidence of recovery prior to returning. Upon return from leave, an employee shall be assigned to the same position, when available, providing the employee is qualified.

Section 13.9. Personal Leave Two days of the annual Medical Leave allowance may be used for personal business upon the approval of the building principal. Such leave must be arranged with the supervisor at least two days prior to its use, except in an emergency situation. During the course of a year, extenuating circumstances may require additional personal business days. Additional days may be granted by the Employer and deducted from the employee's Medical Leave. Personal business is defined as that which is legally obligatory and cannot be accomplished at any other time, or that which requires the employee's presence as a serious personal obligation.

Section 13.10. Sickness and Death in the Family

- A. In addition to personal illness and personal business, Medical Leave allowances may properly be used for absences caused by the following:
1. Death or serious illness in the immediate family.
 2. Death or serious illness of any person living in the household.
- Extent of leave for this purpose shall not exceed the time necessary to arrange proper care for those affected.
- B. Three (3) days of funeral leave each year will be for death in the immediate family. Immediate family is defined as: father, mother, brother, sister, husband, wife, child, stepchild, or any relative who is a permanent resident in the employee's home. These days will not be deducted from earned sick leave. If travel time is necessary, approval for additional days must be obtained from the superintendent.

Section 13.11. Leaves of Absence Without Pay

- A. Leave of absence without pay for reasons not covered in this article may upon proper application, be granted up to a period of one year to employees who have two or more years of service. It shall be the responsibility of the Union to advise members as to the provisions of this article. The Board shall notify the Union when an employee applies for such leave. Employees returning from unpaid leave shall be assigned to the same position, or a substantially equivalent position, providing the employee is qualified.
- B. Employees on leave must submit by March 15th a written request to return from a leave in the following September.
- C. Any employee who does not submit a written request shall be considered terminated and the Board shall have no obligation to said employee.

Section 13.12. Insurance Coverage During Unpaid Leaves Employees who are granted leaves of absences without pay may elect to continue insurance coverage at the group rate, providing arrangements are made with the Business Office and payment of premium is made to the Board.

Section 13.13. Jury Duty The Board recognizes Jury Duty as a civic responsibility. As such, the Board agrees to compensate employees at their regular pay when employees are called to serve. Time involved in such duties shall not be deducted from any other leave provisions contained in this section.

Section 13.14. Union Days Officials of the Union may be granted up to ten (10) days with pay upon written notice of the superintendent by the Union president. These days may be used to conduct business during work hours that cannot be done at some other time in the day for the following:

1. Pursue official responsibilities in regard to the Union.
2. Meet with administration officials from time to time regarding the maintenance of a quality education program for this community.
3. To allow Union officials to join with the Board in presenting a unified position to legislative committees or representatives in regard to the educational needs of the community.

In the event additional days are needed, additional days may be purchased by the Union at the current total daily substitute cost. Approval for additional days will be subject to the availability of substitutes, and with due consideration to maintaining a quality educational program.

Section 13.15. Military Leaves of Absence

- A. Military leaves of absence shall be granted without pay to any employee who shall be inducted, enlist or be called to military duty in any branch of the Armed Forces of the United States.
- B. Employees given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States.
- C. An employee may use his/her personal business days for military obligation. Should the employee choose to use his/her designated personal business days, the Board will pay the difference between the employee's salary and his/her military pay.

ARTICLE 14

New Positions/Vacancies/Transfers/Promotions

Section 14.1. A vacancy shall be defined, for purposes of this Agreement, as a position previously held by an employee, or a newly created position with the bargaining unit.

Section 14.2. Whenever a vacancy occurs, the Business Office shall notify the GIC&MU and post the position within three (3) days. No vacancy shall be filled until it has been posted for ten (10) work days and the position shall be filled within twenty (20) work days of the original posting, unless there are extenuating circumstances. Notice of such vacancy shall be sent to all employees including those on layoff and vacation. In addition, the vacancy shall be posted in all work areas.

Section 14.3. The Board declares its support of a policy to fill vacancies from within the bargaining unit. Therefore, applicants from the bargaining unit will receive first consideration over applicants qualified from outside the bargaining unit. Vacancies filled from within the bargaining unit shall be based on seniority and qualifications (as per job description mutually agreed upon by the GIC&MU and the Board).

Section 14.4. Any bargaining unit applicant for a position which represents a promotion, i.e., a higher wage, and who is awarded the promotion, shall be placed on the wage step which is nearest, but higher in pay, to the wage rate in the former position.

Section 14.5. An employee who accepts a job promotion into a new classification may return to their former position within fourteen (14) calendar days.

ARTICLE 15

Severance Pay/Retirement Pay

Section 15.1 After completing five (5) years of service and failing to qualify for retirement, part-time regular employees when leaving the employment of Grosse Ile Schools will receive full pay for 50 percent of their accumulated sick leave.

Section 15.2 Those employees vested under the provisions of the Michigan Public School Employees Retirement Act and leaving Grosse Ile Township School shall receive severance pay equivalent to \$100 per year for each year of service prior to July 1, 2000 and \$150 per year for each year of service after July 1, 2000 for the Grosse Ile Township Schools.

Section 15.3 In the event a full time employee, upon completion of ten (10) years or more service to the Grosse Ile Township Schools fails to qualify for vesting under the Michigan School Employees Retirement Act, he/she shall qualify for the benefits under Section 15.1 not to exceed the benefit he/she would have received under 15.2 if he/she had been vested.

ARTICLE 16
Insurance Benefits

Section 16.1. The Board shall provide without cost to full-time employees, Comprehensive Sick and Accident Insurance on a Long Term Disability policy assuring payment to the employee in the event of illness at the following rate:

- A. Weekly benefits will commence with the 61st day of disability and benefits will be payable to age 65 at 65 percent of employee's salary according to the insurance policy in effect. If the employee has days of accumulated sick leave beyond the 61st day of disability, he/she shall be guaranteed full take-home pay for the number of days. He/she shall receive from the Board the difference between the allowance under the insurance and his/her regular salary (after taxes) to the extent and until such time as such employee shall have used up any sick leave time.
- B. Accidents and sickness are covered during the employee's contract or salary period.

Section 16.2.

- A. The Board will provide to employees who are under contract and working a minimum of six hours per day, hospitalization coverage equivalent to Blue Cross and Blue Shield Community Blue, Drug Rider (\$7.00 generic/\$10.00 brand name for 2006-07; \$10.00 generic/\$20.00 brand name for 2007-08), and Semi-Private Service at no cost for the employee and his/her family. Employees will pay \$35 per pay period using the district insurance plan. Special riders are to be paid by the employee. Should the Board choose to change carriers, the Union membership shall be notified at least two weeks prior to effective date of change-over.
- B. \$1,800 over 12 months will be provided to employees not electing health insurance. An employee whose spouse is currently working for the Grosse Ile Schools is not eligible for this benefit. An employee taking this option must show proof of alternative health insurance coverage each enrollment period.
- C. The Grosse Ile Schools will provide employees the opportunity to participate in an employee reimbursement account as defined in Section 125 of the I.R.S. code.

Section 16.3 The Board agrees to provide for each employee who is under contract and working a minimum of six (6) hours per day, life insurance in the amount of \$30,000 and Accidental Death and Dismemberment protection in the amount of \$30,000 without cost to the employee. The Board also agrees to payroll deduction for employees wishing to purchase additional life insurance from the same carrier.

Section 16.4. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and

his/her regular salary to the extent and until such time as such employee shall have used up his/her accumulated sick leave. For each day off under Worker's Compensation, one-half day will be deducted from the employee's sick leave. If the employee so chooses, he/she may elect not to use accumulated sick leave and receive Worker's Compensation benefits only.

Section 16.5. The Board agrees to pay for Group Dental Insurance for all employees under contract and working a minimum of six (6) hours per day according to the terms and conditions of the Board approved Dental Carrier.

Section 16.6. The Board agrees to pay for Group Vision Care Insurance for employees who are under contract and working a minimum of six (6) hours per day according to the terms and conditions of the Board approved Vision Carrier.

Section 16.7. The Board will provide life insurance in the amount of \$7,000 and accidental death and dismemberment protection in the amount of \$7,000 to less than six (6) hour employees after they have completed their third year of service.

ARTICLE 17 **Grievance Procedure**

Any grievance (an alleged violation of a specific article or section of this Agreement) shall be settled in the following manner:

Section 17.1.

- A. It is mutually agreed that all grievances, disputes, or complaints, arising under and during the terms of this agreement shall be settled in accordance with the procedure herein provided and there shall at no time by any strikes, tie-ups of equipment, slowdowns, walkouts, or any other cessation of work through the use of any method of lockout or legal proceedings.
- B. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Union.
- C. Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1 - The President/Union Steward and/or aggrieved employee shall, within fifteen (15) working days of the occurrence or point of information, present the grievance orally to the Building and Grounds Supervisor. The Building and Grounds Supervisor shall attempt to adjust the matter.

Step 2 - If the grievance has not been settled at Step 1, it shall be presented in writing by the union steward and/or aggrieved employee to the Building and Grounds Supervisor in the same time frame as Step 1. The Building and Grounds Supervisor shall attempt to adjust the matter and his/her written response to the union steward and aggrieved employee shall be made within five (5) working days after receiving notification that a grievance exists.

Step 3 - If the grievance has not been settled at Step 2, it shall be presented in writing by the union steward and/or aggrieved employee to the Superintendent or designee within ten (10) working days after the response of the Building and Grounds Supervisor. The Superintendent shall arrange a meeting within ten (10) working days of receipt of the grievance with the president, chief steward council or international representative and the aggrieved employee to try to resolve the grievance. The Superintendent or designee shall respond in writing to the union steward and aggrieved employee (with a copy to the local union president) within fifteen (15) working days after receiving the grievance.

Step 4 - If the grievance is unsettled at Step 3, the Union may request the services of a mediator from the Michigan Employment Relations Commission within twenty (20) working days of the date an answer was due in Step 3. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

Step 5 - If the grievance is still unsettled the Union may, within thirty (30) working days after Step 4 is completed, and by written notice to the other part, request arbitration.

A request for a list of arbitrators will be made to the American Arbitration Association by the Union. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his decisions not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and set forth his findings and facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Union, and employer. The fees and expenses of the arbitrator shall be shared equally by the parties.

- D. All grievances shall set forth specifically the act or condition or conditions and the grounds on which the grievance is based. If the grievance is claiming a breach of contract which is deemed to have been broken.
- E. Stewards may, with the consent of the employer, investigate grievances during the steward's working hours without loss of pay. Beginning with Steps 4 and 5, the employer agrees that the steward, aggrieved party and the local president shall not lose time for any time spent at those steps of the grievance procedure. Meetings called for in Steps 4 and 5 shall be a mutually agreed time.
- F. The grievance at Steps 2 and 3 shall be answered by the employer with a statement of his reasoning and shall set forth his answer to the grievance.
- G. The parties agree that all meetings held between the local union and the employer shall be open to a representative of the Council and/or International Union.
- H. The time limits set forth in Steps 2 and 5 may be extended by mutual written consent of the parties.

Section 17.2. Special Meetings. Special meetings for important matters may be arranged between the local president and the Superintendent or his/her designated

representative upon request of either party. Such meetings shall be between the employer and at least two (2) representatives of the Union. Arrangements for such special meetings may be held monthly and on a mutually agreeable date. The members of the union shall not lose time or pay for time spent in such special meetings. This meeting may be attended by a representative of the International Union and/or the Council.

Section 17.3. There shall be a Labor-Management Committee established which shall meet based upon the written request of either party. Arrangements for said meeting shall be by mutual agreement, and a written agenda of issues to be discussed shall be submitted in advance. The Committee will meet on a continuing basis. The intent of these meetings is to proactively discuss concerns affected by either party, create a positive harmonious relationship between the parties, and to strengthen the quality of work life.

ARTICLE 18

Miscellaneous Provisions

Section 18.1. This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms agreed to with any individual employee heretofore in effect. All future new hires shall be subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the board.

Section 18.2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 18.3. Copies of this agreement shall be printed in booklet form at the expense of the Board and presented to all employees now employed or hereafter employed by the Board. The Board shall also furnish ten (10) copies of the Master Agreement to the Union for its use.

Section 18.4. The parties recognize that to the extent, and only to the extent that his section addresses the contracting out of non-instructional work by the Employer to third parties, it is presently unenforceable under Section 15(3) (f) of PERA, MCL. 215 (3) (f). In the event that Section 15 (3) (f) is repealed or amended, this section will be reinstated.

Section 18.5. Any employee wishing to attend classes to improve his/her value within the bargaining unit may request approval for tuition payment.

Section 18.6. A safety committee made up of one day shift custodian, one afternoon shift custodian and one maintenance person shall meet quarterly with the Building and Grounds Supervisor to review safety issues. This meeting shall last, at a maximum, 1.5 hours and will be scheduled by the Building and Grounds Supervisor. Those attending said meeting will receive their normal rate of pay for this time.

Section 18.7. The building and grounds supervisor will meet with staff prior to putting together a budget for the purchase of equipment. At this meeting staff will be given the opportunity to express their views on needed equipment.

Section 18.8. When the Building and Grounds Supervisor is unable to be on site, emergency situations will be handled by a member of the maintenance staff.

ARTICLE 19
Uniforms

Section 19.1. Suitable work clothes (uniforms) will be provided all regular employees under the conditions hereinafter provided. Uniforms are to be worn at all times during working hours.

Section 19.2. District approved custodial uniforms will be provided for each employee, not to exceed \$90 per year, with the understanding they will be worn during working hours. Uniforms shall be defined as district logo tops, and employee provided dark pants. In addition, each custodian will be given an annual shoe allowance of up to \$100 per year.

Section 19.3. The Board will provide Maintenance staff only:

- a. A uniform allowance of \$200 per year.
- b. One pair of safety work boots, not to exceed \$200, which will also be provided to the regular courier per year or annually.
- c. One pair of outside waterproof boots to be used during working hours, not to exceed \$100 per year or annually. (Including courier and day custodian.)
- d. Winter outer wear to be used during working outdoors in the cold and wet weather, not to exceed \$150 per year or annually. (Including courier and day custodian.)

ARTICLE 20
Reduction of Hours/Personnel and Recall/Seniority

Section 20.1 In the event it is necessary to reduce personnel, the Union shall be notified, in writing, at least fifteen (15) days in advance of the scheduled notification regarding reduction. The purpose of the notification is to provide the opportunity, at the request of the Union, to meet on the scheduled reduction.

Section 20.2. Where there is a reduction of one (1) hour or more in the hours worked by any member of the bargaining unit, the employee may claim seniority over any other employee for the purpose of maintaining one's normal work schedule, provided he/she is qualified and has more seniority than the employee he/she seeks to replace. No reduction in hours of one (1) or more shall take effect until the supervisor gives 15 days written notice to the employee involved. If at all possible, the supervisor will give notice as soon as cutbacks are determined.

Section 20.3. In the event it is necessary to lay off personnel, the administration will notify the Union and the individuals involved, in writing, at least thirty (30) calendar days in advance of the scheduled layoff. Reduction of personnel shall be conducted on a department seniority basis, providing qualified employees are available for the operation of the department.

Section 20.4. In the event of a reduction of force in a classification, substitute employees will be used only for employees who are absent for illness or vacation. Employees shall be laid off in the reverse order of their seniority, provided, however, that employees exercising their seniority must be capable of doing the available work as scheduled. The higher seniority employee who is displaced from his/her own classification may exercise his/her seniority to displace any lower seniority employee in said classification. The higher seniority employee will maintain his/her current rate of pay when displacing a person working for a lesser rate until December 31. The higher

seniority employee will receive a pay increase if he/she displaces an employee with a higher rate of pay.

Section 20.5. Employees laid off through the procedure above shall be maintained on a seniority recall list and shall be recalled in the order of their seniority to openings as they occur and for which they are qualified. An employee having two (2) years' seniority or more, who waives his/her rights to other departments in the system, shall maintain his/her right of recall within the department from which he/she was laid off or bumped.

Section 20.6. Should an employee be offered a position in accordance with the above for which he/she is qualified and refuses such appointment, he/she will lose his/her rights to recall.

Section 20.7. No new employee will be hired by the Board until all laid off employees eligible and qualified under the provision of this article for that position have been recalled or declined the opening.

Section 20.8. The District shall maintain up-to-date seniority records and shall furnish a copy to the President of the local every six months or when a change in the membership is acted upon.

Section 20.9. An employee shall lose his/her seniority and his/her name shall be removed from the district's payroll in any of the following events:

- a. If he/she quits.
- b. If he/she is discharged for just and proper cause and is not reinstated through the grievance procedure.
- c. If he/she obtains a leave of absence under false pretenses.
- d. If he/she retires or is retired under the terms of the Retirement Plan.

ARTICLE 21

Negotiation Procedures

Section 21.1. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours and conditions of employment of those regular employees employed by the Board.

Section 21.2. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 21.3. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE 22

Compensation

The wages of employees covered by this Agreement shall be determined by the Salary Schedule which appears in Appendix A of the Agreement.

ARTICLE 23

Strikes

Section 23.1. The GIC&MU shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by an employee covered under this Agreement and no employee covered under this Agreement shall cause, or participate in any strike or refusal to perform the duties of his/her employment.

Section 23.2. Any employee who causes or participates in any strike or refusal to perform the duties of his/her employment shall be subject to disciplinary action including discharge.

ARTICLE 24

Duration of Agreement

Section 24.1 This Agreement shall be effective July 1, 2010, and shall continue in effect until June 30, 2011, when it shall terminate. If either party desires to modify or amend this Agreement, the party shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to May 1, 2011.

IN WITNESS WHEREOF, the parties agree that all terms, benefits and conditions of this Agreement are to become effective July 1, 2010, and have duly executed this Agreement on the 22nd day of June, 2010:

GROSSE ILE
BOARD OF EDUCATION

Maurice M. Malone
by 2nd
Suzanne Lassard
W. H. T. M.
[Signature]
Theresa J. Hunter
C. H. Ryan

GROSSE ILE
CUSTODIAL AND MAINTENANCE
UNION LOCAL 3862

Charles J. Hoon
[Signature]
[Signature]
Shene L. Peer

GROSSE ILE TOWNSHIP SCHOOLS
Grosse Ile, Michigan

APPENDIX A
GROSSE ILE CUSTODIAL AND MAINTENANCE UNION
WAGE SCHEDULE

July 1, 2010 – June 30, 2011

Classification	1	2	3	4	5	6
Maintenance	\$19.98	\$20.25	\$20.52	\$20.77	\$21.04	\$21.30
Custodial I	18.37	18.64	18.92	19.18	19.46	19.73
Custodial II	17.97	18.24	18.50	18.74	19.03	19.30

New Hire Hourly Rates – Effective 7-1-2010

Classification	1 – 3 Years	4 – 5 Years	6 Years And On
Maintenance	\$15.25	\$16.00	\$16.50
Custodial I	14.00	14.50	15.00
Custodial II	13.50	14.00	14.50